

DPS CONTRACT NO. 97-018

Agreement Number \_\_\_\_\_

AG Contract No. KR97 0474TRN  
ADOT ECS File: JPA 97-42

INTERAGENCY SERVICES AGREEMENT

BETWEEN

THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

AND

THE ARIZONA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT, entered into this 1ST day of JANUARY 1997, pursuant to A.R.S. 35-148, as amended, by and between the ARIZONA DEPARTMENT OF PUBLIC SAFETY, hereinafter called "DPS", and the Arizona Department of Transportation, hereinafter called "the agency".

WHEREAS, this transportation may only be provided when:

- 1) Aircraft and personnel are available.
- 2) The agency determines that said air transportation is necessary to support the mission of the agency.
- 3) Said air transportation is used only in emergency or urgent situations and when in the best interests of the state.
  - a. First priority of flights involve the transportation of the Governor of the State of Arizona in response to legislated mandates found in the Arizona Revised Statutes.
  - b. Second priority of flights will involve the transportation of Department of Public Safety personnel.
  - c. Third priority of flights will involve the transportation of personnel from other state agencies.
    - 1) The transportation of personnel from other state agencies may preempt Department of Public Safety personnel in certain situations. Each case will be evaluated on its own merit.
    - 2) DPS reserves the right to change flight schedules and to cancel flights should the need arise.

WHEREAS, DPS requires reimbursement for said air transport services due to the expenses involved in operating aircraft.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by both parties, it is mutually agreed that:

- 1) The agency described agrees to reimburse DPS for the air transportation of personnel of the agency by the DPS Aviation Section of the listed hourly rate:
  - a) King Air B-200 \$526.00/flight hour
  - b) King Air E-90 \$464.00/flight hour
  - c) Cessna 210 (Single Engine) \$173.00/flight hour
  - d) Cessna 182 (Single Engine) \$ 82.00/flight hour
- 2) Crew overtime accrual shall be billed as follows:  
(Base Salary + ERE) x (1.5) x (number of hours claimed)
- 3) All agency passengers being transported agree to sign a passenger list form prior to their flight which shall describe the place of departure and the place of destination which shall be used for calculating flight time. All flight times will be calculated upon departure from the aircraft's base of operation, Sky Harbor Airport.
- 4) DPS agrees to bill or voucher monthly the agency for flight services. Such bills or vouchers shall itemize the hourly usage and passenger information for the period of service for which it is submitted. All bills submitted pursuant to this agreement shall show the agreement number and date to which it has reference. All bills or vouchers shall be submitted to the following agency address, after which the agency agrees to prepare their portion of State form AFIS TC-61 and return the form to DPS for crediting to the DPS appropriation account, all as per A.R.S. 35-148.

Agency Name and Address:

Arizona Department of Transportation  
206 S. 17th Ave., Room 100A  
Phoenix, Arizona 85007

- 5) The Aviation Section reserves the right to refuse service in the event there is a failure to reimburse the Department of Public Safety Aviation Section in a timely manner for flight services to the above-named agency.
- 6) This agreement may be terminated immediately at any time by either party. Until such termination occurs, this agreement shall remain in effect indefinitely.
  - a) During the agreement period, it may be necessary to adjust the cost per flight hour. When this occurs, DPS will initiate a new agreement which reflects the new costs. Upon approval of the new agreement by both parties, the previous agreement is terminated.
- 7) This AGREEMENT is subject to arbitration to the extent required by A.R.S. 12-1518.
- 8) All parties agree that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to A.R.S. 38-511.
- 9) Upon execution of this agreement, any existing agreement between the parties shall be considered terminated and all subsequent actions shall be governed by this agreement.
- 10) Pursuant to A.R.S. 35-214, the parties shall retain for inspection and audit by the respective agencies and by the Auditor General all books, accounts, reports, files and other records relating to the performance of this contract for a period of five years after its completion. Upon request by either party or the Auditor General, a legible copy or the original of all such records shall be produced by the other party at the administrative offices of the requesting party or at the office of the Auditor General.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

Mary E. Peters  
Authorized Representative  
Arizona Department of Transportation

Richard L. Carlson  
R. G. Carlson, Assistant Director  
Arizona Department of Public Safety

R. L. Saunders  
R. L. Saunders, Legal Advisor  
Arizona Department of Public Safety

